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[Handwritten signatures and stamps]
ICC Washington, D. C.

September 1, 1981

RECORDATION NO. 10850-F Filed 1425

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

SEP 1 1981 10 02 AM
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

On September 28, 1979 at 2:10 P.M., there was filed and recorded with the Interstate Commerce Commission a railroad Equipment Lease dated as of August 20, 1979 ("Equipment Agreement"), between First Security State Bank, as Lessor, and Illinois Terminal Railroad Company, as Lessee. The Equipment Agreement was assigned recordation number 10850-B.

In accordance with 49 U.S.C. § 11303 and Part 1116 of the Commission's rules, I now enclose for recordation three (3) counterparts of an Assignment and Assumption Agreement dated as of September 1, 1981, which supplements and evidences the assignment of rights under the aforementioned Equipment Agreement. The enclosed counterparts cover the same equipment covered by the Equipment Agreement, and have been properly executed by the following parties:

ASSIGNOR: Illinois Terminal Railroad Company
710 North Twelfth Boulevard
St. Louis, Missouri 63177

ASSIGNEE: Norfolk and Western Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042

There is also enclosed a voucher in the amount of \$10.00 to cover the recordation fee.

Mrs. Agatha L. Mergenovich
September 1, 1981
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A general description of equipment covered by the Equipment Agreement and the Assignment and Assumption Agreement is as follows:

<u>Number of Units</u>	<u>Description</u>	<u>AAR Designation</u>	<u>Road Numbers</u>
200	Boxcars	XM	ITC 8000-8199

After the enclosed Assignment and Assumption Agreement has been duly recorded, please return two of the original counterparts, stamped with the ICC recordation data, to our representative who delivered these documents to you.

Sincerely,



w/
Enclosures

c: J. Jones
D. E. Middleton
R. R. McDaniel
J. T. Valleroy

ASSIGNMENT AND ASSUMPTION AGREEMENT

SEP 1 1981 10 02 AM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 1, 1981, by and between ILLINOIS TERMINAL RAILROAD COMPANY, a Delaware corporation ("Terminal"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("NW"),

WITNESSETH:

First Security State Bank, a Utah corporation, as Trustee ("Lessor"), and Terminal entered into a Lease of Railroad Equipment dated as of August 20, 1979, as amended ("Equipment Agreement"), providing for the lease by Lessor to Terminal of the railroad equipment described in the Equipment Agreement ("Equipment") upon certain terms and conditions described therein.

The Equipment Agreement was assigned by Lessor to First Security Bank of Utah, N.A., as Agent ("Agent"), pursuant to an Assignment of Lease and Agreement dated as of August 20, 1979.

The Equipment Agreement provides that nothing in Section 12 thereof shall be deemed to restrict the right of Terminal to assign or transfer its leasehold interest thereunder in the Equipment or possession of the Equipment to any solvent corporation incorporated under the laws of any state (which shall have specifically assumed the obligations of Terminal thereunder and under the Participation Agreement dated as of August 20, 1979, among Terminal, Lessor, Agent, Ingersoll-Rand Financial Corporation, and certain Investors named therein, hereinafter called the "Participation Agreement", by an appropriate instrument in writing) which shall have acquired the property of Terminal substantially as an entirety, provided that such transferee will not, upon the effectiveness of such acquisition, be in default under any provision of the Equipment Agreement.

Concurrently with the delivery hereof, NW has acquired from Terminal substantially all the assets and lines of railroad of Terminal.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Terminal for itself, its successors and assigns does hereby sell, assign, transfer and set over unto NW, its successors and assigns Terminal's interest in the Equipment Agreement and in and to the Equipment, subject to the terms and conditions of the Equipment Agreement.

2. NW for itself, its successors and assigns does hereby assume the obligations of Terminal under the Equipment Agreement and under the Participation Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ILLINOIS TERMINAL RAILROAD COMPANY

By

President

Attest:

Steven J. Anthony
SECRETARY

NORFOLK AND WESTERN RAILWAY COMPANY

By

Executive Vice President

Attest:

Joseph Bakush
Assistant Secretary

STATE OF MISSOURI)
) ss:
 CITY OF ST. LOUIS)

On the 25th day of August, 1981, before me personally appeared W. J. Cassin, to me personally known, who being by me duly sworn, says that he is the President of Illinois Terminal Railroad Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John W. Horan
 Notary

My Commission expires:

Jan. 3, 1982

JOHN W. HORAN
 NOTARY PUBLIC-STATE OF MISSOURI
 ST. LOUIS COUNTY
 MY COMMISSION EXPIRES JAN. 3, 1982
 NOTARY FOR THE COUNTY OF ST. LOUIS
 WHICH ADJOINS THE CITY OF ST. LOUIS

COMMONWEALTH OF VIRGINIA)
) ss:
 CITY OF ROANOKE)

On the 24th day of August, 1981, before me personally appeared John R. Turbyfill, to me personally known, who being by me duly sworn, says that he is the EXECUTIVE VICE PRESIDENT of Norfolk and Western Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jeanie B. Davis
 Notary

My Commission expires:

April 8, 1983